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and Deputy David Ortega  
9

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12

13 EVANS TUTT,

14 Plaintiff,

15 vs.

16 COUNTY OF LOS ANGELES, et al.,

17 Defendants.  
18  
19

) Case No. CV 11-06126 SJO (AGRx)

) Honorable Alicia G. Rosenberg

) **PROTECTIVE ORDER**  
) **GOVERNING CONFIDENTIAL**  
) **INFORMATION PRODUCED**  
) **DURING DISCOVERY**

) *[Stipulation for Protective Order filed*  
) *concurrently herewith]*

20  
21 Having reviewed and considered the Parties' Stipulation for Protective  
22 Order, good cause showing therein, IT IS SO ORDERED:

23 1. Reserved.

24 2. Reserved.

25 3. Reserved.

26 4. Reserved.

27 5. Good Cause Statement and Confidential Materials. Defendants and

28 Plaintiff have agreed that the below-listed documents shall be designated

1 confidential documents and/or writings because Defendants believe, in good faith,  
2 that these documents and/or writings are protected by the Official Information  
3 Privilege or are otherwise privileged and confidential. This will be accomplished  
4 by affixing to such document or writing a legend, such as “Confidential”,  
5 “Confidential Documents,” “Confidential Material Subject to Protective Order”  
6 or words of similar effect. Documents and writings so designated, hereinafter,  
7 collectively, “Confidential Information”), shall be treated in accordance with the  
8 terms of this stipulation/protective order. Documents, writings and things to be  
9 designated as such, include the following:

10 a) Any Los Angeles County Sheriff’s Department (“LASD”)  
11 Internal Affairs investigation documents including but not limited to, tape  
12 recorded interviews, compelled statements of peace officers, complainants, and  
13 other witnesses, supporting documentation, listings and transcripts and  
14 photographs; and

15 b) Any personnel file(s), background hiring materials or  
16 complaints and complaint investigations of any former or current LASD  
17 employee, including, but not limited to performance evaluations, commendations,  
18 training records, prior personnel complaints, disciplinary information,  
19 compensation information, and information regarding an officer’s off-duty time  
20 (i.e., vacation time, sick days, time off, etc.).

21 6. Challenging Designation of Confidential Materials. At any time after  
22 receipt of documents labeled as Confidential Information, the Receiving Parties  
23 may provide the Disclosing Parties with a written objection to the classification of  
24 specific documents as prohibited from disclosure under this Protective Order and  
25 the basis for the Receiving Parties’ objection. Upon receipt of such a written  
26 objection, the Disclosing Parties shall provide a written response to the Receiving  
27 Parties within three business days. If the Disclosing Parties do not agree with the  
28 position of the Receiving Parties, the Receiving Parties shall have the option of

1 proceeding with a discovery motion, pursuant to Local Rule 37 *et. seq.*,  
2 contesting the confidential nature of the disputed documents. The parties shall  
3 comply with the meet and confer requirements of Local Rule 37 *et. seq.* prior to  
4 the filing of any such motion. The Disclosing Parties shall bear the burden of  
5 establishing the confidential nature of the disputed documents.

6 7. Reserved.

7 8. Confidential Information. This protective order shall apply to all  
8 Confidential Information, produced by Defendants to the Plaintiff, the Receiving  
9 Party. The Confidential Information may be contained in originals and copies of  
10 relevant interrogatory responses obtained from Defendants in this matter; originals  
11 and copies of relevant documents responsive to the Plaintiff's requests for  
12 production of documents obtained from Defendants in this matter; and originals and  
13 copies of transcripts, video recordings, and audio recordings of any deposition taken  
14 in this matter during which the Confidential Information is used, mentioned,  
15 reviewed, discussed, or referred to. The Confidential Information shall be subject to  
16 this Protective Order as follows:

17 9. Storage Of Confidential Information. Immediately upon production  
18 by the Disclosing Party, attorneys for the Receiving Party shall personally secure  
19 and maintain the Confidential Information in their possession. The Confidential  
20 Information shall not, under any circumstances, be left in an open or unsecured  
21 location where unauthorized persons (such as unauthorized employees of counsel,  
22 cleaning personnel, etc.) might have access to them.

23 10. Confidential Information Legend. All documents containing  
24 Confidential Information shall be stamped "CONFIDENTIAL" or  
25 "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER."

26 11. Limitation Of Use Of Confidential Information. Attorneys for the  
27 Receiving Party shall not cause or knowingly permit disclosure of the contents of  
28 the Confidential Information, in any manner, including orally, beyond the

1 disclosure permitted under the terms and conditions of this Order. Any such  
2 disclosure shall be construed as a violation of this Order, except when used for  
3 purposes of this litigation as described in Paragraph Nos. 14 and 15 of this Order.

4 12. Testimony Regarding The Confidential Information. In the case of  
5 depositions, any party may designate all or any portion of the deposition  
6 testimony given in this litigation as Confidential Information orally during the  
7 deposition. Any questions intended to elicit testimony regarding the contents of  
8 the Confidential Information shall be conducted only in the presence of persons  
9 authorized to review the Confidential Information as provided in this Order. Any  
10 deposition transcript containing such questions and testimony shall be subject to  
11 the same protections and precautions applicable to the Confidential Information.  
12 The provisions of Paragraph No. 6 shall govern any dispute regarding whether  
13 deposition testimony should be treated as Confidential Information.

14 13. Inadvertent Disclosure. If the Disclosing Party inadvertently  
15 produces any Confidential Information without designating it as such, it may be  
16 remedied by (1) promptly notifying the other parties of the error; and (2)  
17 providing a substitute copy of the Confidential Information with a proper legend.  
18 In that event, the parties receiving the inadvertently produced undesignated  
19 Confidential Information will: (1) return the previously produced Confidential  
20 Information and destroy all copies thereof; and (2) if the party had already  
21 disseminated the Confidential Information to any person, the party will notify all  
22 such persons in writing of the need to return such Confidential Information and  
23 not to further disseminate it.

24 14. Limitations On The Non-Litigation Use Of Confidential  
25 Information. The secrecy and confidentiality of the Confidential Information  
26 exchanged during discovery in this action shall be maintained, and all  
27 Confidential Information exchanged will be used solely for the litigation of this  
28 action entitled. Specifically, the Receiving Party may not use such documents,

1 records, or other information (or the contents thereof) for any other purpose,  
2 including use as background material, or for inclusion in books, magazines,  
3 newspapers, or other publications. The Receiving Party is prohibited from  
4 placing any of the Confidential Information on the internet.

5 15. Court Filings. If necessary in the judgment of attorneys for  
6 Receiving Parties, said attorneys may show or reveal the contents of the  
7 Confidential Information to the court only pursuant to Local Rule 79-5.

8 16. Other Persons Authorized To Review Confidential Information. The  
9 Parties' attorneys of record may be permitted to see originals and obtain copies of  
10 the Confidential Information covered by this Order. Also, Defendants, including  
11 officers, directors, employees, and experts thereof may be permitted to review the  
12 Confidential Information. Additionally, paralegals, secretaries, expert witnesses,  
13 and other individuals and entities that may be employed or retained by the  
14 Receiving Party to assist in the preparation and/or the litigation of this action may  
15 be permitted to see originals and obtain copies of the Confidential Information  
16 covered by this Order, provided such experts and employees have first executed  
17 the written statement set forth in Paragraph No. 17 below, and comply with the  
18 provisions of that section. Plaintiff shall be authorized to review Confidential  
19 Information, subject to the limitations set forth in Paragraph No. 18.

20 17. Applicability Of Order To Other Persons. Prior to the disclosure of  
21 any Confidential Information to any person described above, attorneys for the  
22 Receiving Party who seeks to use or disclose such Confidential Information shall  
23 first provide any such person with a copy of this Order, and shall cause him or her  
24 to execute the following acknowledgment:

25 "I, \_\_\_\_\_, do solemnly swear that I am  
26 fully familiar with the terms of the Stipulated Protective Order  
27 entered in this action and hereby agree to comply with and be bound  
28 by the terms and conditions of the said Order with respect to the

1 handling, use and disclosure of each Confidential Document. I  
 2 understand that I may be subject to penalties for contempt of Court if  
 3 I violate this Order and hereby consent to the jurisdiction of said  
 4 Court for purposes of enforcing this Order.

5 Dated: \_\_\_\_\_ /s/ \_\_\_\_\_”

6 This written requirement applies to, but is not limited to, paralegals,  
 7 secretaries, expert witnesses, and other individuals and entities that may be  
 8 employed or retained by the Receiving Party’s counsel to assist in the preparation  
 9 and/or the litigation of this action. The Receiving Party shall be responsible for  
 10 maintaining the signed original of each such written statement until the  
 11 conclusion of these proceedings, including any appeal.

12 18. Plaintiff’s Possession of Materials. Plaintiff may not have  
 13 possession of any Confidential Information, or material derived therefrom, during  
 14 any period of incarceration in jail or prison. Further, Plaintiff’s attorneys or  
 15 agents may not share any of the Defendants’ personal identification information  
 16 with Plaintiff.

17 19. No waiver of objections. Nothing in this Stipulation and Order  
 18 constitutes any decision by the Court concerning discovery disputes or the  
 19 admission into evidence of any specific document or testimony or liability for  
 20 payment of any costs of production or reproduction of documents. This Order  
 21 also does not constitute a waiver by any party of any right to object to discovery  
 22 or admission into evidence of any document, record, testimony or other  
 23 information that is subject to this Order. Nor do Defendants waive any privileges,  
 24 including, but not limited to, the investigatory files or official information  
 25 privileges, *see, e.g., Weiner v. FBI*, 943 F. 2d 972, 985 (9th Cir. 1991), or *Miller*  
 26 *v. Pancucci*, 141 F.R.D. 292 (C.D. Cal. 1992), by entering into this order.

27 20. Subpoena for Confidential Information. In the event that the  
 28 Receiving Party receives a subpoena, discovery request, or other legal process

1 seeking production of Confidential Information, the Receiving Party must give  
2 prompt written notice to the Disclosing Party. The Receiving Party shall inform  
3 the person or entity seeking the information of the existence of this Stipulation  
4 and Order and shall not produce the Confidential Information absent a Court  
5 Order requiring such production.

6 21. Modification. For good cause, any party may seek a modification of  
7 this Order, first by attempting to obtain the consent of the other parties to such  
8 modification, and then, absent consent, by application to this Court.

9 22. Return of Confidential Information. No more than thirty (30) calendar  
10 days after the conclusion of this case the Receiving Party and every other person  
11 and/or entity who received originals or copies of the Confidential Information shall  
12 return all originals, copies of the Confidential Information, and material derived  
13 therefrom, including, but not limited to, all log(s) of persons authorized to review  
14 the protected documents and the written statement(s) acknowledging the terms and  
15 provisions of this Order pursuant to Paragraph No. 17 of this Order, to the  
16 Disclosing Party care of:

17 Nathan A. Oyster, Esq.  
18 Lawrence Beach Allen & Choi, PC  
19 100 West Broadway, Suite 1200  
20 Glendale, California 91210-1219;

21 Alternatively, the Receiving Party and every other person and/or entity who  
22 received originals or copies of the Confidential Information may destroy all such  
23 material and material derived therefrom within thirty (30) calendar days after the  
24 conclusion of this case. Additionally, within thirty (30) calendar days after the  
25 conclusion of this case, counsel for the Receiving Party shall send a signed  
26 declaration stating that such material has been destroyed pursuant to this  
27 protective order.


28 This case has concluded when (i) a final judgment has been entered by the  
Court or the case has otherwise been dismissed with prejudice; (ii) the time for

1 any objection to or request for reconsideration of such a judgment or dismissal  
2 has expired; (iii) all available appeals have concluded or the time for such appeals  
3 has expired; and (iv) any post appeal proceedings have themselves concluded.

4 23. Survivability of Order. This Stipulation and Order shall survive the  
5 termination of this action, and the Court shall retain jurisdiction to enforce it.

6 IT IS SO ORDERED.

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9 Dated: December 27, 2011

  
Honorable Alicia G. Rosenberg  
United States Magistrate District Judge